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Prepared by and return to:
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CERTIFICATE OF AMENDMENT
TO
AMENDMENTS TO DECLARATION OF RESTRICTIVE COVENANTS OF LUNA PINES AN UNRECORDED SUBDIVISION IN LEON COUNTY, FLORIDA AND TO THE BYLAWS OF LUNA PINES PROPERTY OWNERS ASSOCIATION, INC. A NON-PROFIT CORPORATION

I hereby certify that the attached amendments to the Declaration of Restrictive Covenants of Luna Pines, An Unrecorded Subdivision in Leon County, Florida and to the Bylaws of Luna Pines Property Owners Association, Inc. A Non-profit Corporation (which Declaration was originally recorded at Official Records Book 1011 at Page 1357 et seq. of the Public Records of Leon County, Florida) were approved by not less than two-thirds (2/3) of the voting interests of the Association at a membership meeting held on November 8, 2020, which is sufficient for adoption under the Declaration, and that the two (2) separate amendments to the Amended and Restated Declaration were approved by written consent by the requisite number of Owners necessary for approval.

DATED this 24 day of February, 2021.

Witnesses:

sign: Tess Sliger

print: Tess Sliger

sign: Tess Sliger

print: Tess Sliger

LUNA PINES PROPERTY OWNERS ASSOCIATION, INC.

By: _____
Steve O'Conner, President

Attest: _____
Bob Hartsell, Secretary

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CLERK OF THE CIRCUIT COURT & COMPTROLLER LEON COUNTY FLORIDA GWEN MARSHALL
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STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ mobile notarization, this 24 day of February, 2021, by Steve O'Conner, as President of Luna Pines Property Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced ___ FL DL as identification.

EMILY SANCHEZ
Commission # GG 947240
Expires January 14, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC

sign Emily S

print Emily Sanchez
State of Florida at Large (Seal)

My Commission expires

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ mobile notarization, this 2 day of March, 2021, by Bob Hartsell, as Secretary of Luna Pines Property Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced ___ FL DL as identification.

EMILY SANCHEZ
Commission # GG 947240
Expires January 14, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC

sign Emily S

print Emily Sanchez
State of Florida at Large (Seal)

My Commission expires

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LEON COUNTY
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AMENDMENTS
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LUNA PINES AN UNRECORDED SUBDIVISION IN LEON COUNTY, FLORIDA

[*Underlined text indicates new inserted text. Stricken text indicates deleted text.*]

ARTICLE I: DEFINITIONS

For all purposes, the terms used in this Declaration of Restrictive Covenants, the Articles of Incorporation of the Association, Association Bylaws, and Board adopted Rules and Regulations (herein, "the Governing Documents"), shall have the meanings stated in the Florida Homeowners Association Act (Section 720, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner. The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Act" or "Homeowners' Association Act" means Chapter 720, Florida Statutes, as amended from time to time.

1.2 "Articles of Incorporation" or **"Articles"** means the Articles of Incorporation of LUNA PINES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, as amended from time to time.

1.3 "Assessment" means any charge against a Lot and its Lot Owner permitted in Article III of this Declaration or by Section 720.301(1), Florida Statutes.

1.4 "Association" shall mean and refer to LUNA PINES PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not for profit.

1.5 "Board" shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

1.6 "Bylaws" shall mean and refer to the Bylaws of LUNA PINES PROPERTY OWNERS ASSOCIATION, INC., as amended from time to time.

1.7 "Common Area" means the roads and landscaping, located within the Easement as described in Article IV, as well as lighting and other related improvements.

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1.8 "Common Expenses" means all expenses properly incurred by the Association in the performance of its powers and duties.

1.9 "Declaration" shall mean and refer to this Amended and Restated Declaration of Restrictive Covenants of Luna Pines, as it may be amended or supplemented from time to time. The original Declaration of Restrictive Covenants was recorded in Official Records Book 1011, Page 1357, of the Public Records of Leon County, Florida. The Revived Declaration of Restrictive Covenants was recorded in Official Records Book 5420, Page 2320, of the Public Records of Leon County, Florida.

1.10 "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 1010, Page 1568, of the Public Records of Leon County, Florida.

1.11 "Lot" shall mean any parcel of land contained in the property described in **Exhibit A**. The property is divided into "Lots" as shown on an unrecorded plat of LUNA PINES dated August, 1981, which plat is attached to this Amended and Restated Declaration of Restrictive Covenants as **Exhibit B**.

1.12 "Member" shall mean every person or entity that holds membership in the Association.

1.13 "Owner" shall mean the record owner, whether one or more persons or entities, of a legal or beneficial interest in a Lot and shall include purchasers under contracts for deed but shall not include those holding title as security for the performance of an obligation.

1.14 "Subdivision" shall mean the property described in **Exhibit A** as divided into Lots as shown on **Exhibit B**.

ARTICLE II: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association provided, however, that where any Lot, as shown in **Exhibit B**, is owned by more than one person, one of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the Lot. In the event the owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

2.2 Voting Rights: Members shall be all Owners shall be entitled to one (1) vote for each Lot owned.

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ARTICLE III: ASSESSMENTS

3.1 Liens and Personal Obligation of Assessments: Each owner of a Lot by acceptance of his deed for such Lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this article.

3.2 Annual Assessments: Annual assessments shall be paid by each Lot owner to the Association. The assessment for 2021 shall be Two Hundred Dollars and No Cents ($200.00) for each Lot in the subdivision as shown on the unrecorded plat attached as **Exhibit B**. For the year 2022 and each subsequent year, the annual assessment may be increased by vote of the Board of Directors, not to exceed twenty percent (20%) over the assessment of the previous year without the prior approval of a majority of the Lot Owners.

3.3 Special Assessment for Road Maintenance: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by the majority vote of the membership of the Association. Each Lot Owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each owner shall be determined by dividing the number of acres each owner owns by the total number of acres in the subdivision.

3.4 Individual Assessment: In addition to the annual or special assessments, an individual assessment against a Lot may be imposed for any other charges, fines, or fees authorized by this Declaration, the Articles of Incorporation, or the Bylaws.

3.5 Effect of Non-Payment of Assessments and Remedies of the Association: Any assessment not paid within thirty (30) days after the due date, shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In addition, the Board of Directors may impose a late fee not to exceed the greater of 5% of the delinquent assessment or $25.00. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or may foreclose the lien against the Lot. No Lot Owner may waiver or otherwise escape liability for assessments provided for herein by abandonment of his Lot.

3.6 Subordination of Assessment Lien Mortgagors: The assessment lien provided for herein shall be subordinate to the lien of any first mortgagor. A sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due.

ARTICLE IV: EASEMENTS

Each Lot extends to the middle of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 1010, Page 1568, of the Public Records

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of Leon County, Florida. Each Lot Owner is granted a non-exclusive use of the easement and retains an easement over the thirty (30) feet of the easement conveyed by the Warranty Deed.

ARTICLE V: USE RESTRICTIONS

All provisions of this Declaration, the Bylaws of the Association and Board adopted Rules and Regulations which govern the conduct of persons shall apply to all Owners, tenants, occupants, guests, invitees, licensees, contractors, and visitors. Every Owner shall cause all tenants, occupants, guests, invitees, licensees, contractors, and visitors of his/her Lot to comply with this Declaration, the Association Bylaws, and any Board adopted Rule or Regulation and shall be responsible for all violations and losses to the Common Areas caused by such tenant, occupants, guests, invitees, licensees, contractors, and visitors, notwithstanding the fact that such tenants, occupants, guests, invitees, licensees, contractors, and visitors are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws of the Association, or Board adopted Rule or Regulation.

5.1 Residential and Business Uses. No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No trade or business may be conducted on any Lot or on the Common Areas, except that an Owner, tenant or other occupant may have a home office within the Home so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (2) the business activity conforms to all zoning requirements for the subdivision; (3) the business activity does not involve persons coming onto the subdivision who do not reside in the subdivision or door-to-door solicitation of residents of the Subdivision; and (4) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board.

5.2 Lot Subdivision. No Lot shall be divided into parcels of less than one and one-half (1 ½) acres of property.

5.3 Mobile Homes. No mobile homes shall be allowed on the property.

5.4 Lot Setbacks. No building shall be erected within twenty (20) feet of any property line or within fifty (50) feet of the centerline of any roadway. The Architectural Control Committee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary hardship. Variances issued pursuant to this Article 5.4 shall be prepared with the formalities of a deed and shall be recorded in the public records. All costs incurred by the Association in the preparation of any such variance under this Article 5.4 shall be collectable from the Lot Owner as a Individual Assessment as provided in Article 3.4.

5.5 Dwelling Size. No dwelling shall be constructed that contains less than 1,600 square feet of heated area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

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5.6 Outbuildings. Out buildings shall be limited to private stables, kennels, greenhouses, and structures customarily associated with single family residential homes. All outbuildings shall be approved by the Architectural Control Committee.

5.7 Easement Interference. Except for Association installed improvements, no structure, plant, or other object shall be placed or permitted to remain in the easement described in Article IV which may damage or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

5.8 Architectural Control. No building including additions to existing structures shall be erected within the Subdivision until the construction plans, site plans and specifications showing the location and architectural design of the structure have been approved by the Architectural Control Committee. Approval shall be based on compliance with these restrictions and any Board approved specifications, quality of materials and workmanship, harmony of design with existing structures and location on the property. Approval shall not be arbitrarily withheld. The President of the Association or the Board of Directors shall appoint three (3) members of the Association to serve as an Architectural Control Committee to exercise the authority granted by this section. The Board of Directors my also serves as the Architectural Control Committee.

5.9 Nuisances, Offensive or Illegal Activities. No portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision or which will increase insurance rates on any Lot or on the Common Area or Private Drives. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Subdivision shall be the same as the responsibility for maintenance and repair of the property concerned.

5.10 Home, Improvement, and Lot Maintenance Standards. Each Owner shall be responsible for maintaining his/her Home and Lot, including maintaining the exterior of any home, building, garage (including dry rot or termite damage to the exteriors), balcony, or other structures and improvements in a good condition. Repairs, including, but not limited to, painting as necessary, replacement of trim, caulking, fences, roof repairs, structural repairs, and all other necessary and proper maintenance and repairs must be conducted by the Owner in order to ensure a clean, sanitary, workable and attractive living condition. In addition, Owners are responsible for maintaining all landscaping in a good condition and cultivating and repairing lots and lawns as needed to keep lots neat and attractive as to not devalue the Homes of or endanger other Owners and their guests. All Owners are expressly responsible for the damages and liabilities that his/her

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failure to do so may engender other Owners and their guests. In the event the Association or its Board members deems it necessary to perform essential repairs or maintenance, they will provide a certified letter expressing the areas of concern and a specific improvement plan which must be carried out within no less than thirty (30) calendar days. In the event the improvements are not made within a 30 calendar window from receipt of the certified letter, the Association can perform or render services for such repairs or maintenance as provided in Article 8.5.

5.11 Identifiable Vandalism/Intentional Destruction. Vandalism to the Common Area by identified parties shall be prosecuted by any action deemed appropriate by the Board. Any such action might include Individual Assessments as provided by Article 3.4 against the Owner of the Lot where the vandals can be identified as residents or guests of residents of a particular Lot, or other appropriate legal action.

5.12 Animals. Livestock, poultry, or other animals shall not be kept on the property in such a manner as to cause a nuisance or annoyance because of smell or noise or to cause a health hazard. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the property for any commercial purposes.

ARTICLE VI: EFFECT

Each and every conveyance of any Lot in the Subdivision is expressly made subject to the provisions hereof whether or not the terms of such conveyance incorporates or refers to these provisions.

ARTICLE VII: AMENDMENTS

7.1 PROPOSAL. An amendment to this Declaration may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by a Director or a Unit Owner. If thirty percent (30%) of the Unit Owners in this Association sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Owners in this Association at a duly-noticed membership meeting within one hundred twenty (120) days of delivery of the petition to the Board.

7.2 APPROVAL. This Declaration may be amended at any time by the affirmative vote of not less than a majority of the voting interests of the Association.

7.3 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. An amendment to this Declaration shall become effective upon the recording of a copy along with a Certificate of Amendment in the Public Records of Leon County, Florida.

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ARTICLE VIII: ENFORCEMENT

8.1 NEGLIGENCE. An Lot Owner shall be liable for any damage, liability, cost, expense, maintenance, repair, or replacement rendered necessary by his or her act (neglect, carelessness or intentional), or by that of any member of his or her family, or their contractors, guests, invitees, employees, agents or tenants. In the event that an Lot Owner fails or refuses to pay such cost or expense upon demand from the Association, the cost or expense shall be collected in the same manner as an Individual Assessment.

8.2 COMPLIANCE AND DEFAULT. Each Lot Owner shall be governed by and shall comply with the terms of this Declaration, Articles of Incorporation, Bylaws, Chapter 720, Florida Statutes, and Rules adopted by the Board of Directors. Failure of an Lot Owner to comply therewith shall entitle the Association or any Lot Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

8.3 COSTS AND ATTORNEYS' FEES. In any proceeding arising out of an alleged failure or refusal of a person or Lot Owner to comply with the requirements of the Chapter 720, Florida Statutes, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable mediation, prelitigation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.

8.4 NO WAIVER OF RIGHTS. The failure of the Association or any Lot Owner to enforce any covenant, restriction or other provision of the Chapter 720, Florida Statutes, this Declaration, the Articles of Incorporation, the Bylaws, or the rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

8.5 ENFORCEMENT OF MAINTENANCE OR AGAINST VIOLATIONS. In the event the Owner of a Lot fails or refuses to properly maintain the Lot or Home as required by this Declaration or otherwise violates this Declaration, the Bylaws, the Articles of Incorporation or the Association's Rules, the Association or any other Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The prevailing party in such an action shall be entitled to recover court costs and their reasonable attorneys' fees. In the alternative or addition thereto, any Lot Owner who fail to maintain their lawn, the exterior of a Home or any other improvements situated on a Lot in a manner satisfactory to the Board of Directors or otherwise fail to correct a violation of Article IV, after written notice and reasonably opportunity to comply, shall have the right, through its agents and employees, to enter upon said Lot to correct the violation and/or to repair, maintain, and/or restore the Lot and/or the exterior of the Home and/or any other improvements erected thereon. The cost to remedy the violation and/or the cost of such maintenance, repair, or restoration shall be added to and become part of the Individual Assessment to which such Lot is subject and shall be due and payable upon thirty (30) days written notice. These remedies shall be utilized in addition to any other remedies provided herein or by law.

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8.6 AUTHORITY TO LEVY FINES AND IMPOSE SUSPENSIONS. In addition to other remedies provided to the Association for enforcement of the rules and restrictions, the Association may also levy a fine against any Lot Owner for failure of the Lot Owner or of a Tenant, occupant, licensee or invitee to comply with this Declaration, the Bylaws, Articles of Incorporation, Chapter 720, Florida Statutes, or Association Rules. Fines permitted to become a lien on a Lot under Chapter 720, Florida Statutes, are an Individual Assessment collectable under Article III.

ARTICLE IX: MISCELLANEOUS

9.1 Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration or the Bylaws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of Common Areas and the improvements located thereon.

9.2 Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

9.3 Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

9.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Subdivision.

9.5 Severability. These Covenants, Conditions and Restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

9.6 Delegation of Use. Any Owner may delegate his or her right of enjoyment in the Common Areas to members of his or her family, tenants or social guests, subject to the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules of the Association.

9.7 No Waiver of Use. No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release the Lot owned by him or her from the liens and charges thereof by waiver of the use and enjoyment of the Common Areas or non-use thereof, or the abandonment of the Lot.

9.8 Election of Remedies. All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Association documents, or at law or in equity.

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Amended

BYLAWS OF
LUNA PINES PROPERTY OWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

[*Underlined text indicates new inserted text. Stricken text indicates deleted text.*]

These are the Bylaws of LUNA PINES PROPERTY OWNERS ASSOCIATION, INC., whose principal office is located at 1330 Miccosukee Road, Medical Arts Building, Tallahassee, Florida 32303.

ARTICLE 1. MEETINGS OF MEMBERS

Section 1. Annual Meetings: The first annual meeting of members shall be held within one (1) year from the date of incorporation of the Association. Subsequent meetings of members shall be held at least annually at a place and time determined by the Board of Directors.

Section 2. Special Meetings: Special meetings of members may be called at any time by the President or by the Board of Directors, or on written petition of members who are entitled to one-fourth (1/4) of all votes of the Association.

Section 3. Notice of Meetings: Written notice of each meeting of members shall be given by, or at the direction of, the Secretary of other person authorized to call the meeting, by mailing a copy of such notice, at least fourteen (14) ~~seven (7)~~, but not more than twenty (20) days before such meeting to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of receiving notice. The notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum**:** The presence at the meeting, in person or by proxy, of members entitled to cast twenty percent(20%) ~~a majority~~ of the votes of the Association shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Restrictive Covenants, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance ~~by him~~ of the ~~his~~ lot.

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ARTICLE II. BOARD OF DIRECTORS –

TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 1. Number: The affairs of the Association shall be managed by a Board of three (3) Directors who shall be members of the Association. The Board of Directors shall be elected from the membership at large.

Section 2. Term of Office: The Directors shall be elected at each annual meeting.

Section 3. Removal: Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association entitled to vote for the election of the Director. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation: No Director shall receive compensation for any service he or she may render to the Association in his or her capacity as a Director. However, any Director may be reimbursed for ~~his~~ actual expenses incurred in the performance of his or her duties.

ARTICLE III. BOARD OF DIRECTORS – MEETINGS

Section 1. Meetings: Meetings of the Board of Directors shall be held from time to time when called by the President or any two (2) Directors. Regular meetings shall be held, however, at least semi-annually at a date, time and place set by the Directors. Notice to the membership at large of each meeting shall not be necessary.

Section 2. Quorum: A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE IV. BOARD OF

DIRECTORS – POWERS AND DUTIES

Section 1. Powers: The Board of Directors shall have power to:

(a) Exercise on behalf of the Association, all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Restrictive Covenants, Articles of Incorporation, or by other provisions by these Bylaws; and

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(b) Supervise all officers and agents of the Association and to see that their duties are properly performed;

(c) As more fully provided in the Restrictive Covenants, to;

i. Fix the amount of the annual assessment for each lot;

ii. Send written notice of each assessment to every owner subject thereto; and

iii. Foreclose the lien against any property for which assessments are not paid within a reasonable time after the due date, or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause to be issued, on demand by any member, a certificate setting forth whether or not the assessment of such member has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(e) Procure and maintain adequate liability and hazard insurance on any property owned by the Association; and

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE V. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers: The officers of the Association shall be a President, Secretary and Treasurer, who shall be selected by the Board of Directors. The Board of Directors may, at its discretion, also create the offices of Vice President, or such other offices as it may deem necessary.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 3. Term: The officers of the Association shall be elected annually by the Board. Each officer shall hold office for a term of one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments: The Board of Directors may elect such other officers as the affairs of the Association may require, whose duties and term of office shall be determined by the Board.

Section 5. Resignation and Removal: Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on

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the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he or she replaces.

Section 7. Multiple offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, and shall co-sign all checks and promissory notes.

(b) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law. It shall be the responsibility of every member to insure that the records maintained by the Secretary as to ownership of property, address and voting status of members are current and accurate.

(c) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts, all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare a statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

Section 9. Compensation of Officers: Officers may be paid for their time and overhear directly attributable to the fulfillment of the duties of their office. The amount of compensation, if any, shall be determined by the Board of Directors.

ARTICLE VI. COMMITTEES

The Board of Directors may appoint such committees as it may deem appropriate in the performance of its duties.

ARTICLE VII. ASSESSMENTS

As more fully provided in the Restrictive Covenants, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on

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the property against which such assessments are made. Any assessments not paid when due are considered delinquent. The Board may impose a late fee for delinquent assessments not to exceed the greater of five percent (5%) or $25.00. If an assessment is not paid within sixty (60) days after the due date, the assessment bears interest from the date of delinquency at the rate of eighteen percent (18%) per annum, or such higher amount as may be allowed by law as set by the Board of Directors. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by abandonment of the ~~his~~ lot.

ARTICLE VIII. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any member during ordinary business hours. The Restrictive Covenants, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE IX. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words LUNA PINES PROPERTY OWNERS ASSOCIATION, INC. or the seal may contain the initials of the Association with a distinctive logo to be selected by the Board of Directors.

ARTICLE X. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XI. AMENDMENTS

These Bylaws may be amended at a regular or special meeting of members by a majority vote of members, in person or by proxy.

ARTICLE XII. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants shall control.

ARTICLE XIII. INSURANCE

At all times, the Board of Directors shall maintain Directors and Officers insurance, liability insurance for the Common Areas, and a fidelity bond or insurance sufficient to cover the

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maximum funds that will be in the custody of the Association or its management at any one time as required by Section 720.3033(5), Florida Statute.

ARTICLE XIV. ROBERT'S RULES OF ORDER

Meetings of the Association shall be guided by Robert's Rules of Order (latest edition). However, a deviation from Robert's Rules of Order shall not invalidate an otherwise valid act taken permitted or required under the Governing Documents of the Asssociation or federal, state or local law.

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